



**Water & Sewerage  
Department**

# SOP For Unplanned Full Lead Service Line Replacement

## **Contractor SOP for Implementing the DWSD Full Lead Service Line Replacement Program for Unplanned Service Replacements**

1. DWSD Lead Team provides list of FLSLR locations to the Contractor. DWSD will only provide service addresses that have already been confirmed to be lead. The list will identify locations with known meter issues that must be addressed during the replacement.
2. FLSLR Contractor schedules appointment for inspection, execution of “Water Service Replacement Agreement,” and service line replacement. Every attempt will be made to complete the appointment and the service replacement on the same day if lead is confirmed.
  - a. Contractor will make 2 attempts at telephone contact on different days and at different times and at least 2 in-person attempts. The day, time, and method of contact will be documented each time, and door hanger left each time.
  - b. If there is no response after four attempts, the property appears vacant, and the property appears habitable, Contractor will replace service line only from water main to the curb box and leave the water off.
  - c. If property is a rental property and tenant does not respond, DWSD Lead Team will mail the “Phase I Summary” to property owner.
  - d. If a non-resident owner has not been reached via phone or in person, DWSD Lead Team will mail the “Phase I Summary for WMR Homes” to property owner.
  - e. Contractor will coordinate with DWSD to ensure the DWSD Lead Team is available for all scheduled appointments.
  - f. If the Contractor must cancel or reschedule an appointment, the Contractor must notify the customer and the DWSD Lead Team in writing or successful telephone call at least 48 hours before the scheduled appointment.
  - g. Contractor will contact the owner/tenant via phone or email to confirm the appointment/service replacement and access to the property no less than 48 hours before the appointment.
  - h. The Contractor will coordinate with residents who are not available during normal business hours to schedule the appointment and service replacement when access to the premises is available.
3. Contractor and DWSD Lead Team attend the appointment scheduled in item 2. DWSD Meter Ops attends only appointments for homes with meter issues.
  - a. Turn off water at the curb stop.
  - b. DWSD Lead Team explains the DWSD Full Lead Service Line Replacement Program, provide copy of Phase I Summary for Unplanned Replacements to the resident, provide 6-month supply of water filters and WQ Notification if they don’t already have them.
  - c. If the customer fails to provide access at the time of the appointment, the Contractor will document the missed appointment and reschedule. Leave door tag if customer not available.

- d. DWSD Lead Team inspects inside the home and records the following:
    - i. Service size and material entering building
    - ii. Meter location
    - iii. Meter condition
  - e. Contractor assesses the worksite and meter setting to prepare for lead service line replacement.
  - f. Prior to work, Contractor takes photos of meter setting and water service entering building and stores photos in Collector App. These are the “Before” pictures; time stamp and confirm upload in Collector App.
  - g. DWSD Lead Team explains the agreement and collects signatures from owner and/or resident (“Water Service Replacement Agreement,” “Tenant Acknowledgement Form,” and “Declination Form”).
  - h. DWSD Lead Team answers all questions the resident has regarding DWSD service at their home.
  - i. DWSD Lead Team records inspection data in Collector App and electronically stores executed Water Service Replacement Agreement with the address.
  - j. If the tenant and owner refuse to sign the agreements, DWSD Lead Team will ask them to sign the Declination Form. If they refuse to sign the Declination Form, DWSD Lead Team will document the visit, write “refused to sign” on the Form, get witness signature, and store in the Collector App with the affected address. Customer must pay for their own repair. Issue 10-day notice for the repair.
  - k. If the tenant does not let the DWSD Lead Team in the house, the property owner is unreachable, or the property owner refuses the lead service line replacement by signing or refusing to sign the Declination form, the DWSD Lead Team will notify the City of Detroit Building, Safety Engineering and Environmental Department (BSEED) that the building is a rental property and they declined a lead service line replacement.
  - l. Every attempt will be made to complete the FLCLR on the same day as the appointment.
4. Contractor completes the FLCLR:
- a. Replaces lead service line with copper service per the water construction standard for trenchless replacement of lead service piping,
  - b. Provides proper meter setting, and reinstalls meter if no meter repair or replacement is required, and
  - c. Takes pictures inside the home after replacement is complete and uploads to Collector App.
  - d. If the replacement cannot be completed on the workday, the Contractor will provide a temporary connection to the water service to ensure the customer will have water overnight.
  - e. Contractor and licensed plumber will inspect newly installed service to ensure there are no signs of leaks, all adjustments have been made, and work is complete before leaving the customer premises.

5. DWSD Lead Team is onsite during service connections and completes the following:
  - a. Deliver and discuss the “FLSLR Flushing Flier” at each home, making contact with the resident before the water is turned back on.
  - b. Record whether the contractor completes outdoor flushing.
  - c. Schedule post-replacement water sampling appointment.
  - d. Records final service connection data including date replaced in the Collector App.
6. If no contact is made with the resident or the owner after four contact attempts or the resident does not provide access at the time of three scheduled appointments that include leaving the Door Hanger each time:
  - a. DWSD Lead Team sends a “Letter for Unresponsive Homes” by registered mail notifying their water service may be interrupted if they do not schedule an appointment.
  - b. If 10 days after the Letter an appointment has not been scheduled, DWSD Lead Team may create a Non-Responsive Shut Work order.
  - c. Depending on circumstances, the customer's service may be shut. DWSD Lead Team will obtain Director/CEO approval prior to non-responsive shutoffs.
7. Contractor restores
  - a. affected interior of the home including basement floor, wall, dry wall, block repair, paint, and
  - b. exterior including sidewalk, pavement, and grass at each property.
8. DWSD Lead Team uploads replacement date and any updated contact information to Enquesta to track service warranty.
9. Contractor provides “FLSLR Complete letter” to DWSD Lead Team for mailing. The letter provides the warranty date, record of service line material, and phone number to call if there is a problem.
10. Contractor maintains service line until one year after replacement date.

#### **Notifications and Attachments for Implementation:**

- DWSD Customer Alert: Do you have a lead service line?
- You're Invited to an Informational Meeting
- Lead Service Line Replacement Program FAQ
- Step by Step Process for Replacing Lead Service Lines
- Lead Service Line Replacement Agreement
- Do You Know Your Pipes?
- Declination of Lead Service Line Replacement Participation
- Post - FLSLR Flushing Instructions
- FLSLR Complete Letter



**Water & Sewerage  
Department**

# DWSD Full Service Line Replacement Administrative Order

## **ADMINISTRATIVE ORDER: REPLACEMENT OF PRIVATELY-OWNED LEAD WATER SERVICE LINES – PHASE I**

### **1. AUTHORITY**

- 1.1. This Phase I Program resulting from a review of scientific and professional resource materials supports the conclusion that partial lead water service line replacement of the publicly owned portion could cause harm that may not occur if there were a full lead water service line replacement.

### **2. OBJECTIVES**

- 2.1. To provide for the replacement of the privately-owned portion of a lead water service line whenever (i) a leak or failure has been discovered on either the privately owned or Detroit Water and Sewerage Department (“DWSD”) owned portion of the service or (ii) the DWSD owned portion of the service line is replaced on either a planned or emergency basis.
- 2.2. To stop the practice of partial lead service line replacement (PLSLR) on both the private and the DWSD sides of service lines.

### **3. PURPOSE**

- 3.1. There is credible evidence to support a conclusion that PLSLRs may be harmful, that full lead service line replacements (FLSLRs) are preferable and safer and where partial replacement of the DWSD owned portion of the lead service line is proposed, the full lead service line (public and private) should be replaced.

The October 2016, Lead and Copper Rule Revisions White Paper of the U.S. Environmental Protection Agency (“EPA”) Office of Water (the “2016 EPA White Paper”) states: “Over the past decade, epidemiologic studies have consistently demonstrated that **there is no safe level of lead.**” The 2016 EPA White Paper further explains that the harmful effect of lead affects the cognitive function of children along with decreased attention and increased impulsivity and hyperactivity. In adults long-term lead exposure results in increased blood pressure and hypertension and coronary heart disease.

In a September 28, 2011, cover letter to the then Administrator of EPA from its Science Advisory Board (“SAB”) and a specially covered Drinking Water Committee of SAB accompanying a report reviewing the effectiveness of PLSLR (the “2011 SAB Report”) it states: “. . . SAB concludes that PLSLRs have not been shown to reliably reduce drinking water lead levels in the short term, ranging from days to months, and potentially even longer. **Additionally, PLSLR is frequently associated with short-term elevated drinking water lead levels for some period of time after replacement, suggesting that potential for harm, rather than benefit during that time period.** Available data suggest that the elevated tap water lead levels tend to then gradually stabilize over time following PLSLR, sometimes at levels below and sometimes at levels similar to those observed prior to PLSLR.”

The letter further provides: “The weight of evidence indicates that PLSLR often causes tap water lead levels to increase significantly for a period of days to weeks, or even several months” and that **FLSLR “appears generally effective in reliably achieving long-term reductions in drinking water lead levels, unlike PLSLR.”** The letter states in summary that “. . . the SAB found that available information is broadly suggestive that PLSLR may

pose a risk to the population, due to the short-term elevations in drinking water lead concentrations.”

The August 24, 2015, Report of the Lead and Copper Rule Working Group to the National Drinking Water Advisory Council (the “2015 LCRWG Report”) references the 2011 SAB Report and states “. . . PLSLR is frequently associated with short-term elevated drinking water lead levels for some period of time after replacement, suggesting the potential for harm, rather than benefit during that period.” The 2015 LCRWG Report makes eleven recommended revisions to the Lead and Copper Rule, the first of which is to require all public water systems to establish a FLSL replacement program.

The 2016 EPA White Paper recognizes the recommendations in the 2015 LCRWG Report, the Flint Interagency Coordinating Committee and local citizens impacted by the Flint experience and states: “These recommendations emphasize the importance of enforceable goals for LSLR, sic. lead service line repair, **recognizes the significant lead exposure risks that can accompany partial service line replacements (PSLRs)** . . . EPA has received input from other stakeholders similarly concerned with eliminating PLSLRs . . . In addition, the Board of the American Water Works Association (AWWA) which represents drinking water utilities, . . . voted unanimously March of 2016 to support the” 2015 LCRWG Report “recommendations, including those that would ultimately lead to complete replacement of LSLRs.”

#### 4. DEFINITIONS

- 4.1. Engineer – A registered professional engineer in the State of Michigan, employed by the City.
- 4.2. “Lead water service line” means a water service of which any portion is made of lead which connects the DWSD water main to the outlet of the water meter inside the building and any lead pigtail, gooseneck or other fitting which is connected to such lead water service line.
- 4.3. “Privately-owned portion of a lead water service line” means the section of lead water service piping from the outlet joint of the curb stop to the outlet of the water meter outlet valve with the exception of the water meter, located on the property owner’s private property.
- 4.4. “Residential Dwelling Unit” means a one, two, three or four family dwelling.
- 4.5. “DWSD” means the Detroit Water and Sewerage Department.
- 4.6. “DWSD owned portion of a lead water service line” means the section of lead water service piping from the DWSD main to, but not including, the outlet joint of the curb stop.

#### 5. SCOPE

- 5.1. DWSD will offer property owner-side lead service line replacement within the limits of planned DWSD Projects (e.g., Water Main Replacements); or if replacement is needed due to leak, emergency or service disturbance by a private utility or private development work.
- 5.2. Intentional actions by the property homeowner, tenant, or its contractor(s) that are done with the intent to cause harm to the water service line, disqualifies the service from a DWSD sponsored replacement.

- 5.3. Commercial and Residential properties.
- 5.4. Lead water services must be verified by a DWSD representative with an inspection in the property and/or verified by contractor at the ROW.
- 5.5. Water Service Line Replacement Agreement must be signed BEFORE work begins on property owner's side.
- 5.6. Meter setting shall be rebuilt by the DWSD or its contractor(s).
- 5.7. Leaks on a repair coupling, non-lead adapter fittings, or the meter setting itself do not qualify for a lead service replacement.
- 5.8. For unplanned replacements, a water service leak confirmed on the private or public side of water service must be verified by a DWSD representative.
- 5.9. Repairs must be coordinated by DWSD and performed by approved DWSD Contractor in order to be paid by DWSD.

## 6. RESPONSIBILITIES

- 6.1. The DWSD Lead Team is responsible for administration and oversight of this Document.
- 6.2. DWSD will do a pre-inspection of the water service and line and meter.
- 6.3. DWSD will construct new non-lead private water service line at DWSD expense.
- 6.4. DWSD will restore owner's property disturbed by construction, including seeding of grass and restoring interior portions of the building.
- 6.5. DWSD will require contractor to provide adequate insurance
- 6.6. DWSD will guarantee that any work done shall be free from defects in material and workmanship for a period of one year from its completion.
- 6.7. DWSD will provide filters and pitchers to property owner.
- 6.8. DWSD will test the water quality before and immediately after the water service line replacement. DWSD will conduct a final water quality test six months from the date the new non-lead service line was installed.

## 7. POLICY

- 7.1. **REPLACEMENT REQUIREMENT:** DWSD shall, at its cost and at no cost to the property owner, replace the privately owned portion of a lead water service line whenever:
  - 7.1.1. a leak or failure has been discovered on either the privately owned or DWSD portion of the service line; or
  - 7.1.2. the DWSD owned portion of the service line is replaced on either a planned or emergency basis.
- 7.2. **REPAIR OR RECONNECTION PROHIBITED:** No repair of a privately owned lead water service line, or reconnection of a privately owned lead water service line to a DWSD owned non-lead water service line, shall be permitted.
- 7.3. The Engineer or his/her designee may grant a temporary exception to the replacement requirement or the repair or reconnection prohibition if he/she determines that doing so will not create an imminent threat to the health, safety or welfare of the public.



## 8. PROCEDURE

### 8.1. Leak or Emergency Replacement.

In the event of a lead water service line leak or failure or an emergency replacement of the DWSD owned portion of the lead water service line, the Engineer or his/her designee shall promptly provide written notice to the property owner of the replacement requirement and the property owner will be requested to sign and provide DWSD with a water service line replacement agreement as hereinafter provided for the privately owned portion of the lead water service line before replacement can begin.

### 8.2. Planned Replacement.

In the event of a planned replacement of a DWSD owned portion of a lead water service line, the Engineer and/or his/her designee shall provide at least 30 days written notice prior to the commencement of the planned replacement and the property owner will be requested to sign and provide DWSD with a water service line replacement agreement as hereinafter provided for the privately-owned portion of the lead water service line before replacement can begin.

### 8.3. Water Service Line Replacement Agreement.

Before a privately owned lead water service line may be replaced the property owner will be requested to sign and provide DWSD with a water service line replacement agreement on a form provided by DWSD (a) acknowledging to ownership of the unit, (b) permitting access to DWSD or its contractor to replace the privately owned lead water service line and any related testing and adjustments during any contractor guarantee period, (c) retaining full ownership, maintenance, repair and replacement for that portion of the privately owned service line and related appurtenances not replaced, and (d) agreeing to assume ownership of the water service line that replaces the privately owned lead water service line and be fully responsible for its ownership and, after the expiration of any guarantee period, its maintenance, repair and replacement.

### 8.4. Failure to Sign Water Service Line Replacement Agreement.

If the Engineer or his/her designee has determined, in accordance with this Administrative Policy, to replace a privately owned lead water service line and the property owner of such dwelling has declined to sign a water service replacement agreement or has signed a declination form, (a) DWSD may, upon notice to the property owner, discontinue water service if DWSD determines there is an imminent threat to the health, safety or welfare of the public or (b) DWSD may accept the failure to sign the water service line replacement agreement as an acknowledgement and acceptance of responsibility by the property owner for future replacement of the privately owned portion of the lead service line and/or (c) DWSD may apply for and obtain an appropriate court-issued order authorizing replacement in accordance with the terms in the Water Service Line Replacement Agreement.



**Water & Sewerage  
Department**

# DWRF and Grant Closeout Letters



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING

**EGLE**

LIESL EICHLER CLARK  
DIRECTOR

December 16, 2019

Ms. Palencia Mobley, Deputy Director and Chief Engineer  
Detroit Water & Sewerage Department  
735 Randolph Street, Suite 503  
Detroit, Michigan 48226

Dear Ms. Mobley:

SUBJECT: Detroit Water & Sewerage Department (DWSD)  
Pilot Drinking Water (PDW) Community Water Supply Grant Program  
Grant Project Number 1902-01

We are pleased to inform you that your final disbursement request No. 3, in the amount of \$59,337 was paid in July 2019, as confirmed by DWSD on August 12, 2019. The DWSD Certification of Project Completeness was received on June 28, 2019. The final PDW Grant amount is \$1,000,000. There is no local match. The subject PDW Grant project is now closed.

As Ms. Cindy Clendenon communicated to you previously, this standard letter template and closeout checklist became available from Michigan Department of Environment, Great Lakes, and Energy (EGLE) supervisory management on October 1, 2019, two months after the DWSD grant steps were concluded. No further action is required.

Please note that EGLE staff may conduct an audit or other review of your project to determine whether PDW program requirements have been met. You will be notified in advance of any on-site review. Please retain all project records, whether in written or computerized form, for three years from the date of this letter. If requested, you must provide such records to EGLE or its agents for inspection.

We are pleased that we could assist you in your effort to improve water quality in your community.

If you have any questions, please call the project manager, Ms. Cindy Clendenon, at 517-284-5403; email at [Clendenonc@michigan.gov](mailto:Clendenonc@michigan.gov); or you may contact us by mail at EGLE, P.O. Box 30457, Lansing, Michigan 48909-7957.

Sincerely,

Karol Patton, Unit Supervisor  
Water Infrastructure Financing Section  
Finance Division  
517-284-5433

cc: Mr. Sam Smalley / Mr. Punit Dhakan / Ms. Monica Daniels, DWSD  
Ms. Tiffany Yusko-Kotimko, EGLE-DWEHD, Warren District Office  
Ms. Sylvia Renteria / Ms. Cindy Clendenon, EGLE Finance Division



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



LIESL EICHLER CLARK  
DIRECTOR

June 7, 2019

Ms. Sue McCormick, CEO  
Great Lakes Water Authority  
Water Board Building, 19th Floor, 735 Randolph Street  
Detroit, Michigan 48226

Dear Ms. McCormick:

SUBJECT: Drinking Water Revolving Fund (DWRF)  
Great Lakes Water Authority  
DWRF Project No. 7412-01

We are pleased to inform you that your final Disbursement Request No. 7, in the amount of \$739,570, was paid on May 30, 2019. Your project is now administratively complete. The revised project loan amount is \$9,273,168. Because your final loan amount is less than the Order of Approval amount (\$10,605,000), MFA will forward a recalculated repayment schedule reflecting the adjusted principal amount.

Inasmuch as this project received assistance from the federal fiscal year 2015 appropriation law covering the United States Environmental Protection Agency (P.L. 113-235), and affecting the DWRF program, the amount of principal forgiveness is confirmed below. Despite the reduction in the final amount qualifying as Green Project Reserve, there is no reduction in principal forgiveness, consistent with the Final Intended Use Plan for Fiscal Year 2016.

Total Loan Amount: \$9,273,168	Green Project Reserve Amount: \$9,273,168	Amount of Principal Forgiveness: \$1,000,000
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Please note that the MFA or the Michigan Department of Environment, Great Lakes, and Energy (EGLE) may conduct an audit or other review of your project to determine whether DWRF program requirements have been met. You will be notified in advance of any on-site review. Please retain all project records, whether in written or computerized form, for three years from the date of this letter. If requested, you must provide such records to the MFA, EGLE, or their agents for inspection.

We are pleased that we could assist you in your effort to improve your drinking water system. If you have any questions, please contact the project manager Ms. Cindy Clendenon, Water Infrastructure Financing Section, Finance Division by phone 517-284-5403, by email at [Clendenonc@michigan.gov](mailto:Clendenonc@michigan.gov), or by mail at EGLE, P.O. Box 30817, Lansing, Michigan 48909-8311.

Sincerely,

Karol Patton, Acting Manager  
Water Infrastructure Financing Section  
Finance Division  
517-284-5433

Ms. Sue McCormick

Page 2

June 7, 2019

cc: Ms. Francine Duncan-Martin / Ms. Jacqueline Morgan, GLWA  
Ms. Palencia Mobley / Ms. Monica Daniels, DWSD  
Mr. Rodney Burlett / Mr. Mohamad Jaber, DWSD  
Ms. Tiffany Yusko-Kotimko, DEQ-DWMAD, SE Michigan District Office  
Ms. Nichole Dorr, MFA  
Ms. Anne Marie Muliatt, MFA  
Ms. Sylvia Renteria, DEQ



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



LIESL EICHLER CLARK  
DIRECTOR

March 13, 2019

Ms. Sue McCormick, CEO  
Great Lakes Water Authority  
Water Board Building, 19th Floor  
735 Randolph Street  
Detroit, Michigan 48226

Dear Ms. McCormick:

SUBJECT: Drinking Water Revolving Fund (DWRF)  
Great Lakes Water Authority  
DWRF Project No. 7413-01

We are pleased to inform you that your final Disbursement Request No. 11, in the amount of \$40,000, was paid on August 23, 2018. Your project is now administratively complete. The revised project loan amount is \$4,393,543. Because your final loan amount is less than the Order of Approval amount (\$5,180,000), MFA will forward a recalculated repayment schedule reflecting the adjusted principal amount.

Inasmuch as this project received assistance from the federal fiscal year 2015 appropriation law covering the United States Environmental Protection Agency (P.L. 113-235), and affecting the DWRF program, the amount of principal forgiveness is confirmed below. Despite the reduction in the final amount qualifying as Green Project Reserve, there is no reduction in principal forgiveness, consistent with the Final Intended Use Plan for Fiscal Year 2016.

Total Loan Amount: \$4,393,543	Green Project Reserve Amount: \$4,393,543	Amount of Principal Forgiveness: \$1,000,000
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Please note that the MFA or the Michigan Department of Environmental Quality (DEQ) may conduct an audit or other review of your project to determine whether DWRF program requirements have been met. You will be notified in advance of any on-site review. Please retain all project records, whether in written or computerized form, for three years from the date of this letter. If requested, you must provide such records to the MFA, the DEQ, or their agents for inspection.

We are pleased that we could assist you in your effort to improve your drinking water system. If you have any questions regarding this project, please contact Ms. Cindy Clendenon, Project Manager, Revolving Loan Section, Drinking Water and Municipal Assistance Division, by phone at 517-284-5403, by email at [Clendenonc@michigan.gov](mailto:Clendenonc@michigan.gov), or by mail at DEQ, P.O. Box 30817, Lansing, Michigan 48909-8311.

Sincerely,

Karol Patton, Acting Manager  
Revolving Loan Section  
Drinking Water and Municipal Assistance Division  
517-284-5433

Ms. Sue McCormick

Page 2

March 13, 2019

cc: Ms. Francine Duncan-Martin, GLWA  
Ms. Palencia Mobley / Ms. Monica Daniels, DWSD  
Mr. Rodney Burlett / Mr. Mohamad Jaber, DWSD  
Ms. Tiffany Yusko-Kotimko, DEQ-DWMAD, SE Michigan District Office  
Ms. Nichole Dorr, MFA  
Ms. Sylvia Renteria, DEQ



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



LIESL EICHLER CLARK  
DIRECTOR

July 26, 2019

Ms. Sue McCormick, CEO  
Great Lakes Water Authority  
Water Board Building, 19th Floor  
735 Randolph Street  
Detroit, Michigan 48226

Dear Ms. McCormick:

SUBJECT: Drinking Water Revolving Fund (DWRF)  
Great Lakes Water Authority  
DWRF Project No. 7414-01

We are pleased to inform you that your final Disbursement Request No. 9, in the amount of \$387,601, was paid on July 11, 2019. Your project is now administratively complete. The revised project loan amount is \$7,807,931. Because your final loan amount is less than the Order of Approval amount (\$8,675,000), MFA will forward a recalculated repayment schedule reflecting the adjusted principal amount.

Inasmuch as this project received assistance from the federal fiscal year 2015 and 2016 appropriation laws covering the United States Environmental Protection Agency (P.L. 113-235 and P.L. 114-113), and affecting the DWRF program, the amount of principal forgiveness is confirmed below. Despite the reduction in the final amount qualifying for disadvantaged community forgiveness, there is no reduction in forgiveness, consistent with the Final Intended Use Plan for Fiscal Year 2017.

Final Loan Amount:	Amount of Principal Forgiven:
\$7,807,931	\$2,000,000

Please note that the MFA or the Michigan Department of Environment, Great Lakes, and Energy (EGLE) may conduct an audit or other review of your project to determine whether DWRF program requirements have been met. You will be notified in advance of any on-site review. Please retain all project records, whether in written or computerized form, for three years from the date of this letter. If requested, you must provide such records to the MFA, the EGLE, or their agents for inspection.

We are pleased that we could assist you in your effort to improve your drinking water system. If you have any questions regarding this project, please contact Ms. Cindy Clendenon, Project Manager, Water Infrastructure Financing Section, Finance Division, by phone at 517-284-5403, by email at [Clendenonc@michigan.gov](mailto:Clendenonc@michigan.gov), or by mail at EGLE, P.O. Box 30457, Lansing, Michigan 48909-7957.

Sincerely,

Karol Patton, Acting Manager  
Water Infrastructure Financing Section  
Finance Division  
517-284-5433



Ms. Sue McCormick

Page 2

July 26, 2019

cc: Ms. Francine Duncan-Martin, GLWA  
Ms. Palencia Mobley / Ms. Monica Daniels, DWSD  
Mr. Rodney Burlett / Mr. Mohamad Jaber, DWSD  
Ms. Tiffany Yusko-Kotimko, EGLE-DWEHD, Warren District Office  
Ms. Nichole Dorr, MFA  
Ms. Sylvia Renteria, EGLE



**Water & Sewerage  
Department**

# Filter Vendor Agreements

**Purchase Order : 3037641**

**Date : 10/16/2019**

To :

Company GRAINGER  
Contact

Address 1201 W LAFAYETTE BLVD  
DETROIT, MI 48226



From :

Company City of Detroit  
Contact Angelena Sanders  
Address COLEMAN A YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE , STE 1200  
DETROIT, MI 48226

Phone

Fax

E-mail angelena.sanders@detroitmi.gov

This document has important legal consequences. The information contained in this document is proprietary of the City of Detroit. It shall not be used, reproduced, or disclosed to others without the express and written consent of City of Detroit.

This agreement between the City of Detroit and GRAINGER is authorized for binding commitment effective as of **16-OCT-2019**.

**Chief Procurement Officer**

A handwritten signature in black ink, appearing to read "Brynne Jackson".

# Purchase Order : 3037641

Date : 10/16/2019



Purchase Order	3037641
Purchase Order Date	16/OCT/2019
Change Order	0
Revision	0
Purchase Order Amount	39,840.00 USD

Sold To **City of Detroit**  
**COLEMAN A YOUNG MUNICIPAL**  
**CENTER**  
**2 WOODWARD AVENUE , STE 1200**  
**DETROIT, MI 48226**

Supplier **GRAINGER**  
  
**1201 W LAFAYETTE BLVD**  
**DETROIT, MI 48226**

Bill To **FIN Acct Pay**  
**2 WOODWARD AVE**  
**ATTN: ACCTS PAYABLE**  
**DETROIT, MI 48226**  
**UNITED STATES**

Ship To **WCW Water Central Warehouse**  
**6425 HUBER STREET**  
**DETROIT, MI 48211**  
**UNITED STATES**

Notes USD = US Dollar

Vendor confirmation is required within 2 days of receipt of this contract and must include the delivery date. Vendors are NOT to exceed the dollar amount and/or period of time specified in the contract. Vendors are to email the Procurement Specialist if anyone attempts to authorize (1) changes or (2) to exceed the financial limits of a contract or (3) to perform work without a purchase order / emergency authorization / LOI issued by DWSD Procurement. All invoices and correspondence must include the SPO and the relevant CPA / BPA reference(s), as applicable.

Procurement Specialist	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
Angelena Sanders	1009821	Net 30	Account of Buyer	Delivered	Lowest Cost Carrier

Line	Item	DeliveredTo	Price	Quantity	UOM	Ordered
1	Dupont Universal Pitcher Cartridge,40 GAL,2 pk,CTO,CLass III,Cadium,Lead,Mercu ry,VOC 600994	NOLDEN, GREGORY	7.36	2000	A	14,720.00
		<b>Delivery Date</b>		2,000	A	14,720.00
		<b>Required Date</b> 13-Aug-2019				
		<b>Shipping Method</b> Lowest Cost Carrier				

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Line	Item	DeliveredTo	Price	Quantity	UOM	Ordered
					<b>Line Total</b>	14,720.00
2	Dupont Traditional Pitcher,8 cups,CTO,Class III,Cadium,Lead,Mercury,VOC(includes PTC100N) 600993	NOLDEN, GREGORY	12.56	2000	EA	25,120.00
		<b>Delivery Date</b>		2,000	EA	25,120.00
		<b>Required Date</b> 13-Aug-2019				
		<b>Shipping Method</b> Lowest Cost Carrier				
					<b>Line Total</b>	25,120.00
					<b>Total</b>	<b>39,840.00</b>

## Terms and Conditions :

Please see below for general conditions.

## Special Terms :

**GENERAL CONDITIONS**

Last Updated April 7, 2017

**1. PROCUREMENT POLICY**

Procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and fair opportunity for all eligible Suppliers to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal.

Suppliers must have a valid contract or Purchase Order with the signature of the Chief Procurement Officer to receive payment for goods or services rendered. Suppliers who perform work without a valid contract or purchase order will not be paid.

**2. QUOTATIONS/PROPOSALS**

Suppliers MUST electronically submit the bid quotation/proposal. Failure to submit will be grounds for rejection. In your quotation, a distinction between dollars and cents must be made. Illegible bids may be grounds for rejection of your bid.

**3. RESPONSIBILITIES**

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all its NORMAL REQUIREMENTS of the above referenced products and/or services from the Supplier, and the Supplier is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for entire normal requirements, whether more or less. Requirements stated are not guaranteed.

**4. COMPLIANCE WITH LAWS AND SECURITY REGULATIONS**

The Supplier shall fully comply with and shall require its associates to comply with: (1) federal, state and local laws, ordinances, code(s), regulations and policies applicable to this contract, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project; and (3) with the terms and conditions of the grant, and the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Supplier shall indemnify, defend, and hold the City harmless with respect to any damages arising from any violations of applicable laws and regulations by it or its associates. The Supplier shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Supplier shall require, as part of any subcontract that sub-Contractors comply with all applicable laws and regulations. The Supplier shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

**5. EQUAL OPPORTUNITY**

It is the policy of the City that women-owned businesses (WBE), minority-owned businesses (MBE), and certified Detroit businesses (DB) have a fair and equal opportunity to participate in the City's purchasing process. Therefore, the City of Detroit strongly encourages D/M/WBEs to compete for contracts, as well as encourage suppliers to hire D/M/WBEs as subcontractors to supply goods and/or services. The City of Detroit supports a robust free market system that seeks to include viable business and provides opportunity for business growth and development.

**6. INSURANCE**

The Supplier shall maintain, at a minimum and at its expense during the term of this contract, the following insurance:

- i. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each employee. For Federal and State Funded Training Programs, the Supplier is required to secure worker's compensation insurance for all of its participants.
- ii. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence, subject to a minimum aggregate limit of \$2,000,000.00
- iii. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.

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If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Supplier will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Supplier's expense, under valid and enforceable policies issued by insurers licensed to conduct business in Michigan.

All policies shall name the Supplier as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the "City of Detroit" as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Office of Contracting and Procurement prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

### 7. SUBMISSION OF ANY REQUIRED BONDS OR INSURANCE

Receipt of bonds and/or insurance is part of the process of determining which Supplier may be recommended for award to the City Council. If cause is found to change the recommendation that a Supplier be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

### 8. INVOICING

All suppliers must register in the Supplier Portal for invoicing for payment. Invoice submission instructions for Supplier Portal usage can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Suppliers are required to be set up for Automatic Clearing House (wireless payment) in order to receive payment.

Invoices Must Meet The Following Conditions For Payment:

All invoices submitted against the contract must include part or item numbers and/or description. The quantity (for goods) and/or amount (for services) must correlate to the price listed on the contract or purchase order.

Invoicing for goods and/or services should only be entered in the Supplier Portal after they have been shipped. **Invoicing before is prohibited** and will result in the delay of payment. Failure to comply is considered non-compliant to the terms of your contract or purchase order.

Timely submission of invoices will result in timely payments.

Questions should be directed to [procurementinthecloud@detroitmi.gov](mailto:procurementinthecloud@detroitmi.gov).

Upon the City's registration of Contractor with the City's web-based supplier portal, Contractor shall enter into the portal the appropriate banking information corresponding to the account to which Contractor elects to have the City send financial payments due pursuant to this Agreement (the "Designated Account"). Contractor acknowledges and accepts that the City shall send financial payments due to Contractor to the Designated Account, and the City shall bear no liability for any error in the information provided by Contractor with respect to the Designated Account. The City has no obligation to independently investigate the information provided by Contractor with respect to the Designated Account.

### 9. PROTECTION OF WORK, PERSONS, AND PROPERTY

During performance and up to the date of final acceptance, the Supplier shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Supplier shall take all reasonable precautions to protect the persons and property of the City from damage, loss or injury during performance under this contract.

### 10. CLEARANCES

The successful Supplier will be required to obtain approved clearances from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of the contract. Clearance forms for these agencies can be found in the BidSync system [www.bidsync.com](http://www.bidsync.com). It is the Supplier's responsibility to obtain and maintain clearances. Approved clearances are not required to submit the bid, but will be required of the successful Supplier prior to City Council approval.

### 11. NON-DISCRIMINATION CLAUSE

In accordance with all Federal and State Legislation and Regulations governing Fair Employment, including, but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the Supplier agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The Supplier recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the Supplier or its sub-Contractors, or both, in order to provide for efficient cooperation and coordination in

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the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a contract compliance program to monitor all Suppliers doing business with the City and to review the employment practices of Suppliers seeking to do business with the City prior to entering into a contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The Supplier agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the contract.

### 12. UNIT PRICES, NOTATIONS, AND WORKMANSHIP

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Bid Response Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The Supplier may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

### 13. PRICES QUOTED

Prices quoted must be net of discounts. Discounts will be considered in the determination of best value Supplier, provided discounts correspond for the duration of the contract. Where net is equal to bid with discount deducted, award will be made to the net bid. The Supplier shall extend and total the bids.

### 14. SALES TAX EXEMPTION

The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the Supplier and incorporated into other products are taxable to the Supplier. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.

### 15. SPECIFICATIONS, CHANGE OF SPECIFICATION, AND ERRORS OR OMISSION

Specifications which refer to brand names are given for reference. Suppliers may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final. If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable while the bid is current, the City will notify the Suppliers of the bid revision electronically and if required extend bid submission date. Suppliers are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

### 16. RECEIPT OF BIDS

Bids must be received by the Office of Contracting and Procurement through the electronic bid system (e.g. BidSync) prior to the date and time specified on the face of this bid package unless otherwise authorized. Late bids cannot be accepted except in extenuating circumstance such as Bid Sync system failure. The responsibility of getting bids to the Office of Contracting and Procurement on time rests entirely with the Supplier.

### 17. WITHDRAWAL

No bid shall be withdrawn for (90) ninety days from submission deadline unless otherwise stated in this bid form. Suppliers may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

### 18. AWARD CONDITIONS

The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.

The award of a Contract will not be made to any Supplier who is in arrears in City taxes. Article V, Chapter 18 of the Detroit City Code, forbids the award of any contract to person(s) who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, Suppliers may check the City of Detroit website,



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www.detroitmi.gov. All awards will be made in accordance with the provisions of Article V, Chapter 18 of the Detroit City Code which provides for purchasing and disposition of property consistent with the City Charter.

## **19. CONTRACT ACCEPTANCE**

The successful Supplier shall be notified of the award of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order from the Office of Contracting and Procurement. The "Contract Award Notice" shall contain the date the contract award was approved.

## **20. START OF WORK**

No Contract shall become effective until the Contract has been approved by the required City Departments, signed by the City of Detroit Chief Procurement Officer, and approved by resolution of the Detroit City Council. Prior to the completion of this approval process, the Supplier will have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Supplier prior to such approvals, nor shall the City incur any liability to reimburse the Supplier regarding any expenditure for the purchase of materials or the payment of services.

## **21. INSPECTION**

All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The Supplier shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to Suppliers at their expense for handling, packing and transportation.

## **22. SUBCONTRACTING**

None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.

## **23. ASSIGNMENT**

A Supplier shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Contracting and Procurement Specialist for proper procedure.

## **24. DEFAULT**

Default is defined as the failure of the Supplier to fulfill the obligations of their Contract. An event of default shall be construed as a material breach of this Contract.

## **25. DAMAGES FOR BREACH OF CONTRACT**

The Supplier shall be liable to the City for any damages it sustains by virtue of the Supplier's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including, but not limited to, reasonable attorney's fees. The City may withhold any payment(s) to the Supplier for the purpose of set-off until such time as the exact amount of damages due to the City from the Supplier is determined. It is expressly understood that the Supplier will remain liable for any damages the City sustains in excess of set-off. If the Contract is terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Supplier shall be liable to the City for any and all costs occasioned to the City thereby. The City may assess upon the Supplier, for failure to meet any provision or condition of the Contract, liquidated damages up to the amount of 15% of the total contract price, or the amount of the cost incurred for the breach. Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

## **26. TERMINATION OF CONTRACT FOR CONVENIENCE**

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Supplier.

## **27. TERMINATION OF CONTRACT FOR CAUSE**

The Supplier agrees that the City shall have the right to terminate the City's Contract with the Supplier for cause, as determined by the Chief Procurement Officer, without any liability whatsoever, upon the giving of ten (10) days' notice. Cause is an event of default due to the Supplier's failure to fulfill its obligations under the Contract.

At any time during the term of the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Supplier to cure poor or deficient work performance, inability of the Supplier to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 90-calendar day written notice to terminate.

## **28. AUDIT, INSPECTION OF RECORDS AND COST VERIFICATION**

The City reserves the right to audit the Supplier's payroll records to verify labor charges for work performed under this Contract upon 72 hours' notice. The Supplier shall permit the authorized representative of the City to inspect and audit all data and

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records of the Supplier relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Contract shall be retained by the Supplier during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

### **29. INDEMNITY**

The Supplier agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortious acts, errors, or omissions attributable to the Supplier, or any failure by the Supplier to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Supplier, the City of Detroit, and any negligent or tortious acts, errors, or omissions attributable to the Supplier, its sub-Contractors or Agents.

### **30. CONFLICT OF INTEREST**

The Supplier covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Supplier further covenants that in the performance of this Contract no person having any such interest shall be employed. The Supplier further covenants that no officer, agent, or employee of the City and no other public official who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, direct or indirect, in this Contract or in the proceeds thereof via corporate entity, partnership, or otherwise. The Supplier also hereby warrants that it will not and has not employed any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the Supplier either directly or indirectly, and that if this Warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Supplier hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

In accordance with Section 4-122 of the Detroit City Charter, the contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses. The Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided. The Statement of Political Contributions and Expenditures shall be filed by the contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

### **31. CHANGE IN SUPPLIER INFORMATION**

Supplier shall notify the Office of Contracting and Procurement upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be submitted in writing to [procurementinthecloud@detroitmi.gov](mailto:procurementinthecloud@detroitmi.gov) identified on the Purchase Order and shall include all of Supplier's changed information and the effective date of such change.

### **32. TAXPAYER IDENTIFICATION NUMBER**

Supplier shall notify the Chief Procurement Officer and the Income Tax Administrator of the City upon the change of Supplier's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Supplier's taxpayer identification number in use by the City, Supplier's new taxpayer identification number and all contract and purchase order numbers under which the Supplier is currently providing goods and services to the City; and, shall be electronically submitted to the City within five (5) business days of Supplier's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Supplier to supply the information required, may be deemed and event of default at the sole discretion of the City.

### **33. SETOFF**

In addition to Supplier's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Supplier by City, delinquent withholding, corporate and property tax liabilities owed to the City by Supplier. The City's right of recovery shall be a setoff against those payments owing to Supplier by virtue of this, or any current City Contract. The City will provide written notice to Supplier of any intention to invoke its right to setoff payments due to Supplier under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Supplier at the address provided in the Contract/Purchase Order.

### **34. SUPPLIER COMMITMENT**

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By submitting this bid or proposal, the Supplier commits and legally binds itself to provide to the City of Detroit the goods/services in this bid at the time, place, manner and pricing set forth in the bid as accepted by the City.

### **35. OFFICE OF THE INSPECTOR GENERAL**

In accordance with Section 2-106.6 of the City Charter, any Contract resulting from this bid shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to any Contract resulting from this bid has an interest in the Contract and fails to disclose such interest.

This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to any Contract resulting from this bid. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.